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Attorneys for Complainant

**BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

PETER TAN
100 Windward Court
Vallejo, CA 94591

Physical Therapy No. PT- 21149

Respondent.

Case No. 1D 2005 64314
OAH No. N2007070964

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-entitled proceedings that the following matters are true:

PARTIES

1. Steven K. Hartzell (Complainant) is the Executive Officer of the Physical Therapy Board of California. He brought this action solely in his official capacity and is represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California, by Deputy Attorney General, Susan K. Meadows.

2. Respondent Peter Tan (Respondent) is represented by Carl E. Kadlic, Law Offices of Carl E. Kadlic, 3527 Mt. Diablo Blvd., Suite 112, Lafayette, California 94549.

3. On September 28, 1995, the Physical Therapy Board of California issued Physical Therapist License No. PT 21149 to respondent. This license will expire on February 28, 2009 unless renewed.

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1 **CONTINGENCY**

2 10. This stipulation shall be subject to approval by the Physical Therapy Board of
3 California. Respondent understands and agrees that counsel for Complainant and the staff of the
4 Physical Therapy Board of California may communicate directly with the Board regarding this
5 stipulation and settlement, without notice to or participation by respondent. By signing the
6 stipulation, respondent understands and agrees that he may not withdraw his agreement or seek to
7 rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to
8 adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order
9 shall be of no force or effect except for this paragraph, it shall be inadmissible in any legal action
10 between the parties, and the Board shall not be disqualified from further action by having
11 considered this matter.

12 11. The parties understand and agree that facsimile copies of this Stipulated
13 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
14 force and effect as the originals.

15 12. In consideration of the foregoing admissions and stipulations, the parties agreed
16 that the Board may, without further notice or formal proceeding, issue and enter the following
17 Disciplinary Order.

18 **DISCIPLINARY ORDER**

19 IT IS HEREBY ORDERED that Physical Therapist License No. PT 21149 issued to
20 respondent Peter Tan (respondent) is revoked. However, the revocation is stayed and respondent
21 is placed on probation for three (3) years on the following terms and conditions.

22 1. **RESTRICTION OF PRACTICE - SOLO PRACTICE** The respondent shall be
23 prohibited from engaging in the solo practice of physical therapy anywhere except his current
24 place of employment Active Rehab Vallejo Clinic.

25 2. **RESTRICTION OF PRACTICE - PROHIBITION OF SELF EMPLOYMENT**
26 **OR EMPLOYMENT OR OWNERSHIP** Respondent shall not be the sole proprietor or partner
27 in the ownership of any business that offers physical therapy services. Respondent shall not be
28 an officer of any corporation that offers or provides therapy services. Respondent shall not

employ physical therapists, physical therapist assistants, or physical therapy aides.

3. RESTRICTION OF PRACTICE - NO EMPLOYMENT OR SUPERVISION OF PHYSICAL THERAPIST LICENSE APPLICANTS, PHYSICAL THERAPIST ASSISTANT

LICENSE APPLICANTS Respondent shall not supervise or employ any physical therapist license applicants, or physical therapist assistant applicants during the entire period of probation. Respondent shall terminate any such supervisory relationship in existence on the effective date of this probation.

4. RESTRICTION OF PRACTICE - NO EMPLOYMENT OR SUPERVISION OF PHYSICAL THERAPIST ASSISTANTS

Respondent shall be permitted to supervise physical therapy assistants as long as he remains employed as a physical therapist at his current place of employment, Active Rehab Vallejo Clinic. If respondent's employment at Active Rehab Vallejo Clinic is terminated for any reason, respondent shall not supervise any physical therapist assistants during the remaining period of probation.

5. RESTRICTION OF PRACTICE - NO EMPLOYMENT OR SUPERVISION OF PHYSICAL THERAPY AIDES

Respondent shall not supervise any physical therapy aides during the entire term of probation. Respondent shall terminate any such supervisory relationship in existence on the effective date of this Decision.

6. RESTRICTION OF PRACTICE - MONITORING

Within thirty (30) days of the effective date of this decision, the respondent shall select a licensed physical therapist to serve as the professional practice monitor during the period of probation and submit the name of the licensed physical therapist selected to the Board for approval. The professional practice monitor shall be selected from an established pool of physical therapists licensed to practice in the State of California who are currently serving as trained expert consultants to the Board. After the professional practice monitor has been approved by the Board, the professional practice monitor in conference with the Board's probation monitor will establish the schedule upon which the probation monitor shall review, on a monthly basis, fifteen patient records to be selected at random by the practice monitor, and evaluate respondent's documentation and supervision of physical therapy assistants providing patient care at Active Rehab Vallejo Clinic. The

1 professional practice monitor shall report to the Board's probation monitor, on a monthly basis,
2 on respondent's compliance with the terms and conditions of the respondent's probation after
3 each clinical visit. The report shall indicate whether respondent's practices are within the
4 standards of practice of physical therapy regarding the supervision of physical therapy assistants.

5 If the practice monitor's reports indicate that respondent's is in compliance with the
6 standards of practice of physical therapy governing the supervision of physical therapy assistants,
7 then this monitoring requirement shall be terminated after nine months from the effective date of
8 the Decision. If the practice monitor's reports indicate that respondent is not in compliance with
9 the standards of practice governing the supervision of physical therapy assistants, then
10 monitoring shall continue until the Board or its designee determines that the monitoring
11 requirement is no longer warranted.

12 Should the professional practice monitor resign or no longer be available, the Board shall
13 within 15 days, appoint another physical therapist from the pool of expert consultants.

14 Respondent shall pay all monitoring costs, including the cost of the professional practice
15 monitor within a timeframe agreed upon by the professional practice monitor but shall not
16 exceed more than 15 days succeeding each clinical visit.

17 Respondent shall make all patient records available for immediate inspection by the
18 professional practice monitor at all times, or for copying on premises, and shall retain all records
19 for the entire term of probation.

20 Respondent shall make all appropriate records available for immediate inspection by the
21 Board's probation monitor at all times, or for copying on premises, and shall retain all records for
22 the entire term of probation.

23 7. NOTIFICATION TO PATIENTS Respondent shall notify all current and
24 potential patients that he/she is on probation and furthermore of any term or condition of
25 probation, which will affect their treatment, or the confidentiality of their records (such as a
26 condition for a professional practice monitor). Such notification shall be signed and dated by
27 each patient on a form provided by the Board prior to the commencement or continuation of any
28 examination or treatment of each patient by the respondent and a copy of such notification shall

1 be maintained in the patient's record.

2 **STANDARD TERMS AND CONDITIONS OF PROBATION**

3 1. **COST RECOVERY** The respondent is ordered to reimburse the Board the
4 actual and reasonable investigative and prosecutorial costs incurred by the Board in the amount
5 of \$5,361.00. Said costs shall be reduced, however, and the remainder forgiven, if respondent
6 pays \$2,000.00 (two thousand dollars) within one hundred and twenty days (120) days of the
7 effective date of this Decision. In the event respondent fails to pay within one hundred and
8 twenty days (120) days of the Decision, the full amount of costs shall be immediately due and
9 payable. Failure to pay the ordered reimbursement, or any agreed upon payment, may constitute
10 a violation of the probation order. The filing of bankruptcy by respondent shall not relieve
11 respondent of his responsibility to reimburse the Board. If respondent is in default of his
12 responsibility to reimburse the Board, the Board will collect cost recovery from the Franchise
13 Tax Board, the Internal Revenue Service or by any other means of attachment of earned wages
14 legally available to the Board. Failure to fulfill the obligation could also result in attachment to
15 Department of Motor Vehicle registrations and or license renewals.

16 2. **OBEY ALL LAWS** Respondent shall obey all federal, state and local laws, and
17 statutes and regulations governing the practices, inspections and reporting, of physical therapy in
18 California and remain in full compliance with any court ordered criminal probation.

19 3. **COMPLIANCE WITH ORDERS OF A COURT** The respondent shall be in
20 compliance with any valid order of a court. Being found in contempt of any court order is a
21 violation of probation.

22 4. **COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF**
23 **RESTITUTION** Respondent shall not violate any terms and conditions of criminal probation and
24 shall be in compliance with any restitution ordered, payments or other orders.

25 5. **QUARTERLY REPORTS** Respondent shall submit quarterly reports under
26 penalty of perjury on forms provided by the Board, stating whether there has been compliance
27 with all conditions of probation.

28 6. **PROBATION MONITORING PROGRAM COMPLIANCE** Respondent shall

1 comply with the Board's probation monitoring program.

2 7. INTERVIEW WITH THE BOARD OR ITS DESIGNEE Respondent shall
3 appear in person for interviews with the Board, or its designee, upon request at various intervals.

4 8. NOTIFICATION OF PROBATIONER STATUS TO EMPLOYERS The
5 respondent shall notify all present or future employers of the reason for and the terms and
6 conditions of the probation by providing a copy of the Initial Probationary License, Statement of
7 Issues, Accusation and the Decision and Order, or Stipulated Settlement to the employer, and
8 submit written employer confirmation of receipt to the Board within 10 days. The notification(s)
9 shall include the name, address and phone number of the employer, and, if different, the name,
10 address and phone number of the work location.

11 9. NOTIFICATION OF CHANGE OF NAME OR ADDRESS The respondent shall
12 notify the Board, in writing, of any and all of name and/or address changes within ten days.

13 10. RESTRICTION OF PRACTICE - TEMPORARY SERVICES AGENCIES The
14 respondent shall not work for a temporary services agency or registry.

15 11. RESTRICTION OF PRACTICE - CLINICAL INSTRUCTOR OF PHYSICAL
16 THERAPY STUDENT INTERNS OR FOREIGN EDUCATION PHYSICAL THERAPIST
17 LICENSE APPLICANTS PROHIBITED Respondent shall not supervise any physical therapy
18 student interns or foreign educated physical therapist license applicants during the entire period
19 of probation. Respondent shall terminate any such supervisory relationship in existence on the
20 effective date of this probation.

21 12. PROHIBITED USE OF ALIASES Respondent shall not use aliases and shall be
22 prohibited from using any name which is not his/her legally-recognized name or based upon a
23 legal change of name.

24 13. INTERMITTENT WORK If the respondent works less than 192 hours as a
25 physical therapist or a physical therapist assistant in the physical therapy profession in a period of
26 three months, those months shall not be counted toward satisfaction of the probationary period.
27 The respondent shall notify the Board if they work less than 192 hours in a three-month period.

28 14. TOLLING OF PROBATION The period of probation shall run only during the

time respondent is practicing or performing physical therapy within California. If, during probation, respondent does not practice or perform within California, respondent is required to immediately notify the probation monitor in writing of the date that respondent is practicing or performing physical therapy out of state, and the date of return, if any. Practicing or performing physical therapy by the respondent in California prior to notification to the Board of the respondent's return will not be credited toward completion of probation. Any order for payment of cost recovery shall remain in effect whether or not probation is tolled.

15. VIOLATION OF PROBATION If respondent violates probation in any respect, the Board, after giving respondent notice and the opportunity to be heard, may revoke probation and carry out the disciplinary order that was stayed. If an accusation or petition to revoke probation is filed against respondent during probation, the Board shall have continuing jurisdiction until the matter is final, and the period of probation shall be extended until the matter is final.

16. REQUEST TO SURRENDER LICENSE DUE TO RETIREMENT, HEALTH OR OTHER REASONS Following the effective date of this probation, if respondent ceases practicing or performing physical therapy due to retirement, health or other reasons or is otherwise unable to satisfy the terms and conditions of probation, respondent may request to surrender his/her license to the Board. The Board reserves the right to evaluate the respondent's request and to exercise its discretion whether to grant the request, or to take any other action deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the tendered license, the terms and conditions of probation shall be tolled until such time as the license is no longer renewable, the respondent makes application for the renewal of the tendered license or makes application for a new license.

17. COMPLETION OF PROBATION Upon successful completion of probation, respondent's license shall be fully restored.

18. CALIFORNIA LAW EXAMINATION - WRITTEN EXAM ON THE LAWS AND REGULATIONS GOVERNING THE PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY Within 90 days of the effective date of this decision, respondent shall take and pass

1 the Board's written examination on the laws and regulations governing the practice of physical
2 therapy in California. If respondent fails to pass the examination, respondent shall be suspended
3 from the practice of physical therapy until a repeat examination has been successfully passed.

4 19. PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY WHILE ON
5 PROBATION It is not contrary to the public interest for the respondent to practice and/or
6 perform physical therapy under the probationary conditions specified in the disciplinary order.
7 Accordingly, it is not the intent of the Board that this order, the fact that the respondent has been
8 disciplined, or that the respondent is on probation, shall be used as the sole basis for any third
9 party payor to remove respondent from any list of approved providers.

10 20. PROBATION MONITORING COSTS Respondent shall reimburse all costs
11 incurred by the Board for probation monitoring during the entire period of probation.
12 Respondent will be billed at least quarterly. Such costs shall be made payable to the Physical
13 Therapy Board of California. Failure to make ordered reimbursement within 60 days of the
14 billing shall constitute a violation of the probation order.

15 **ACCEPTANCE**

16 I have carefully read and considered the Stipulated Settlement and Disciplinary Order and
17 discussed it with my counsel. I understand the stipulation and the effect it will have on my
18 Physical Therapist License. I enter into this Stipulated Settlement and Disciplinary Order
19 voluntarily, knowingly, and with the advice of counsel, and agree to be bound by the Decision
20 and Order of the Physical Therapy Board of California.

21 DATED:

22 Original Signed By:

23 PETER TAN

Respondent

24 I concur in the Stipulation.

25 Original Signed By:

26 CARL E. KADLIC

Attorney for Respondent

27 **ENDORSEMENT**

1 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
2 submitted for consideration by the Physical Therapy Board of California of the Department of
3 Consumer Affairs.

4 DATED: August 29, 2007

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6 EDMUND G. BROWN JR., Attorney General
of the State of California

7 JOSE R. GUERRERO
8 Supervising Deputy Attorney General

9 Original Signed By: _____

10 SUSAN K. MEADOWS
Deputy Attorney General

11 Attorneys for Complainant

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3 **BEFORE THE**
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6 **STATE OF CALIFORNIA**

7 In the Matter of the Accusation)
8 Against:)

Case #: 1D 2005 64314

9 PETER TAN, PT)
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OAH No.: N2007070964

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Physical Therapy Board of California, Department of Consumer Affairs, State of California, in its Decision in this matter.

This decision shall become effective on October 30, 2007.

It is so ordered this October 1, 2007 .

Original Signed By:
Nancy Krueger, P.T., President
Physical Therapy Board
of California